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Appendix to the Bitbon System Public Contract

“Bitbon System Operator”

*The Appendix “**Bitbon System Operator**” (hereinafter — Appendix) specifies the fundamental principles of activities, establishes the status and defines powers of the **Bitbon System Operator**.*

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SECTION 1. GENERAL PROVISIONS

Chapter 1. Terms and Definitions

Article 1. Use of Terms

1. The terms used in this Appendix shall be interpreted in accordance with the definitions given in the Appendix to the Bitbon System Public Contract [Terms and Definitions in the Bitbon System Social Network](#).

Chapter 2. Subject and Structure of the Appendix

Article 2. Subject of the Appendix

1. The subject of this Appendix is the relations between Bitbon System Users arising when acting as Bitbon System Operators.
2. This Appendix regulates the status and roles of the Bitbon System Operator (hereinafter — Operator), establishes objectives and goals of activities as well as their rights, obligations and liability.

Article 3. Structure of the Appendix

1. This Appendix consists of the **preamble**, **sections**, **chapters**, which consist of **articles** that include **parts** and **paragraphs**. The structure of the Appendix includes references and links to the Provisions of the [Bitbon System Public Contract](#) as well as to other Appendices, which are an integral part of the Bitbon System Public Contract.

SECTION 2. OPERATIVE PROVISIONS

Chapter 3. Bitbon System Operator

Article 4. Bitbon System Operator and Their Roles

1. Operator is a status which allows the Bitbon System User, on behalf of Bitbon System Participants (hereinafter — Participants), to operate the Bitbon System in accordance with this Appendix and the Provisions of the Bitbon System Public Contract.



2. The Operator may operate the **Bitbon** System in one of the following roles:
 - the First **Bitbon** System Operator (hereinafter — the First Operator);
 - Regional **Bitbon** System Operator (hereinafter — Regional Operator);
 - **Bitbon** System Account Operator (hereinafter — Account Operator).

Chapter 4. Digital Asset of Bitbon System Operators

Article 5. Digital Asset of the First Bitbon System Operator

1. **Bitbon** is a method of using the **Bitbon** System infrastructure, which is operated by the First Operator, by **Bitbon** System Participants as established in the **Bitbon** System Public Contract.
2. A **Bitbon** unit is an instrument for accounting of the right to use the **Bitbon** System infrastructure, which may be exercised in the manner set forth in the **Bitbon** System Public Contract.

Chapter 5. The First Bitbon System Operator

Article 6. Role of the First Bitbon System Operator

1. The First Operator is a **Bitbon** System User with the status of an Operator who operates the initial asset for the **Bitbon** digital asset.
2. The powers of the First Operator are stipulated in this Appendix and the **Bitbon** System Public Contract.

Article 7. Activities of the First Bitbon System Operator

1. The First Operator performs the following activities:
 - 1.1. Ensuring the implementation of organizational and administrative mechanisms and modernization of the **Bitbon** System Social Network.
 - 1.2. Ensuring the development and maintenance of the **Bitbon** System infrastructure.
 - 1.3. Economic and legal support of the **Bitbon** System.
 - 1.4. Assignment, suspension, termination and transfer of the role of a Regional Operator as well as an Account Operator.



1.5. Representation of the Bitbon System Social Network.

- 2.** The activities of the First Operator are not exhaustive and may be expanded along with the development of the Bitbon System Social Network.

Article 8. Rights and Obligations of the First Bitbon System Operator

- 1.** The rights and obligations of the First Operator are stipulated in the Bitbon System Public Contract as a public offer of the First Operator to an unlimited number of persons regarding building and developing the Bitbon System Community.
- 2.** In order to efficiently develop the Bitbon System, one of the First Operator's obligations is assigning corporate accounts to Users who are about to receive the role of an Account Operator.

Article 9. Liability of the First Bitbon System Operator

- 1.** The First Operator shall be liable in accordance with the Provisions of the Bitbon System Public Contract.

Article 10. Transferring the Role of the First Bitbon System Operator

- 1.** The role of the First Operator may be transferred solely in case of emergency when a threat to the initial and/or original asset for the Bitbon digital asset arises, which the First Operator determines on their own.
- 2.** The transfer of the role of the First Operator is performed by concluding an operational agreement between the First Operator and a certain Regional Operator or an Account Operator to whose operation the initial and/or original asset for the Bitbon digital asset is transferred.

Chapter 6. Bitbon System Account Operator

Article 11. Role of the Bitbon System Account Operator

- 1.** Account Operator is a Bitbon System User with the status of an Operator who performs verification of Bitbon System Users' credentials regardless of their residency.

Article 12. Activities of the Bitbon System Account Operator

- 1.** The activities of the Account Operator are aimed at ensuring the verification of



Users' credentials.

Article 13. Powers of the Bitbon System Account Operator

1. The powers of the Account Operator include actions related to the verification of Users' credentials, including for the purpose of assigning the "Beginner", "Formal", "Personal" and "Verified" ID Passport categories as well as the Corporate ID Card solely to Users who are about to receive the role of a Regional Operator.
2. The list of powers of the Account Operator may be expanded along with the development of the Bitbon System.

Article 14. Liability of the Bitbon System Account Operator

1. The Account Operator shall be liable in accordance with the laws on the storage and processing of personal data that are applicable in the country of registration of such an Account Operator.

Article 15. Receiving the Role of the Bitbon System Account Operator

1. Solely an entity that holds a corporate account assigned by the First Operator can become an Account Operator.
2. Solely an entity authorized to provide verification services can become an Account Operator.
3. In order to become an Account Operator, the User shall apply for the role of an Account Operator in the prescribed manner.

Article 16. Termination and Suspension of Activities of the Bitbon System Account Operator

1. The activities of the Account Operator may be suspended in the following cases:
 - 1.1. Violation of the terms and conditions of this Appendix and/or the Bitbon System Public Contract as well as any other policies or manuals explicitly stating the Account Operator's liability published on the official information resources of the Bitbon System.
 - 1.2. If it is or may appear illegal to provide the User with the role of the Account Operator.

- 1.3. If it is impossible to act as the Account Operator due to force majeure.
 - 1.4. If any signs of illegal activities are detected in actions of the Account Operator.
2. Suspension of the Account Operator's activities shall be performed by the First Operator. If the grounds for suspension are eliminated, the First Operator shall restore access of the Account Operator to their activities in the **Bitbon** System.
3. The consequence of the suspension of the Account Operator's activities is temporary suspension of the Account Operator's access to the **Bitbon** System infrastructure, including but not limited to, temporary suspension of access to their corporate account and its data.
4. The First Operator shall not be liable to the Account Operator or any third party for any losses that may result from the suspension of such an Account Operator's activities.
5. The **Bitbon** System stipulates termination of the Account Operator's activities at the initiative of such an Account Operator.
6. The grounds for termination of the Account Operator's activities at the initiative of such an Account Operator shall be a corresponding request addressed to the First Operator.
7. The consequence of termination of the Account Operator's activities is termination of such an Account Operator's access to the **Bitbon** System infrastructure, including but not limited to, termination of access to their corporate account and its data.
8. The First Operator shall not be liable to the Account Operator or any third party for any losses that may result from the termination of such an Account Operator's activities.

Article 17. Transferring the Role of the Bitbon System Account Operator

- 1.** In accordance with the Procedure for Transferring the Role of the Account Operator, the transfer of the role of the Account Operator is initiated in the following cases:



- liquidation of the entity;
 - changes to the laws within the entity's jurisdiction that prevent it from acting as an Account Operator;
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 - other cases stipulated in the agreement between the First Operator and such an Account Operator.
2. The consequences of transferring the role of the Account Operator are similar to the consequences of terminating the Account Operator's activities.

Chapter 7. Regional Bitbon System Operator

Article 18. Role of the Regional Bitbon System Operator

1. Regional Operator is a Bitbon System User with the status of an Operator who integrates the Bitbon System with the market infrastructure of a certain region.

Article 19. Activities of the Regional Bitbon System Operator

1. The activities of the Regional Operator are:
- 1.1. Ensuring the development of the Bitbon System Social Network in the relevant region.
 - 1.2. Ensuring regular interaction with other Regional Operators in order to efficiently perform digital modernization in the Bitbon System Social Network.
 - 1.3. Ensuring the implementation of the decision-making procedure for Bitbon System Participants to manage the Bitbon System development.
2. The offer of the Regional Operator may stipulate additional functions of a certain Regional Operator.

Article 20. Powers of the Regional Bitbon System Operator

1. The powers of the Regional Operator include:
- 1.1. Verification of Users' credentials in the relevant region to receive the "Personal" and "Verified" ID Passport categories to enable such Users to act



with the relevant statuses and roles in the **Bitbon System**.

1.2. Verification of necessary data of Users in the relevant region, including identification of such Users to enable them to act using the **Bitbon System** infrastructure.

1.3. Representation and protection of interests of the **Bitbon System** Community in a certain region.

1.4. Organization of the e-commerce modernization in a certain region using the functionalities of the **Bitbon System** infrastructure.

1.5. Verification of Users' credentials as part of the procedure for receiving Corporate ID Cards by such Users.

2. The list of powers of the Regional Operator may be expanded along with the **Bitbon System** development.

Article 21. Liability of the Regional Bitbon System Operator

1. The Regional Operator is liable for establishing and enforcing the privacy policy in accordance with the laws of the relevant region.

2. The liability of the Regional Operator is stipulated in the public offer of such Regional Operator.

Article 22. Receiving the Role of the Regional Bitbon System Operator

1. If there is no Regional Operator in the country where the **Bitbon System** User is a resident, such User shall have the "Personal" ID Passport category to initiate the procedure for receiving the role of a Regional Operator.

2. If there is already a Regional Operator in the country where the **Bitbon System** User is a resident, such User shall have a "Verified" ID Passport category to initiate the procedure for receiving the role of a Regional Operator.

Article 23. Suspension and Termination of Activities of the Regional Bitbon System Operator

1. The activities of the Regional Operator may be suspended in the following cases:

1.1. Violation of the terms and conditions of this Appendix and/or the



Bitbon System Public Contract as well as any other policies or manuals explicitly stating the Regional Operator's liability published on the official information resources of the **Bitbon** System.

1.2. If it is or may appear illegal to provide the User with the role of the Regional Operator.

1.3. If it is impossible to act as the Regional Operator due to force majeure.

1.4. If any signs of illegal activities are detected in actions of the Regional Operator.

2. Suspension of the Regional Operator's activities shall be performed by the First Operator. If the grounds for suspension are eliminated, the First Operator shall restore access of the Regional Operator to their activities in the **Bitbon** System.

3. The consequence of the suspension of the Regional Operator's activities is temporary suspension of the Regional Operator's ability to access the **Bitbon** System infrastructure, including but not limited to, temporary suspension of access to their corporate account and its data.

4. The First Operator shall not be liable to the Regional Operator or any third party for any losses that may result from the suspension of such Regional Operator's activities.

5. The **Bitbon** System provides for termination of the Regional Operator's activities at the initiative of such Regional Operator.

6. The grounds for termination of the Regional Operator's activities at the initiative of such a Regional Operator shall be a corresponding request addressed to the First Operator.

7. The consequence of termination of the Regional Operator's activities is termination of such Regional Operator's access to the **Bitbon** System infrastructure, including but not limited to, termination of access to their corporate account and its data.

8. The First Operator shall not be liable to the Regional Operator or any third party for any losses that may result from the termination of such Regional Operator's



activities.

Article 24. Transferring the Role of the Regional Bitbon System Operator

1. In accordance with the Procedure for Transferring the Role of the Regional Operator, the transfer of the role of the Regional Operator shall be initiated in the following cases:

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- liquidation of the entity;
- changes to the laws within the entity's jurisdiction that prevent it from acting as a Regional Operator;
- ♣ force majeure;
- ✕ at the initiative of owners of Corporate_bon units of such Regional Operator;
- ♠ other cases stipulated in the agreement between the First Operator and such Regional Operator.

2. The consequences of transferring the role of the Regional Operator are similar to the consequences of terminating the Regional Operator's activities.

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SECTION 3. CONCLUDING PROVISIONS

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Chapter 8. General and Other Terms and Conditions

Article 25. General Terms and Conditions

1. Amendments and/or additions to this Appendix may be made solely under the rules provided for the Appendix to the Bitbon System Public Contract [Making Amendments and/or Additions to the Bitbon System Public Contract](#).

2. If there is any discrepancy between various versions (printed, electronic, etc.) of this Appendix, its electronic version published on the official information resources of the Bitbon System shall be deemed the official one.

3. This Appendix is translated into other languages only for convenience of Users. In case of differences in understanding and/or interpretation of this Appendix, the



Russian version shall prevail.

4. In accordance with [Provision 2](#) of the **Bitbon** System Public Contract, this Appendix is an integral part of the **Bitbon** System Public Contract and comes into force after its publication on the official information resources of the **Bitbon** System.

5. In accordance with [paragraph 3 of Provision 2](#) of the **Bitbon** System Public Contract, amendments and/or additions may be made to this Appendix only if such amendments and/or additions do not contradict the Provisions of the **Bitbon** System Public Contract and Appendices, which are an integral part of the **Bitbon** System Public Contract. Amendments and/or additions made to this Appendix shall be published on the official information resources of the **Bitbon** System and come into force in accordance with the Appendix to the **Bitbon** System Public Contract “Making Amendments and/or Additions to the **Bitbon** System Public Contract”.

Article 26. Other Terms and Conditions

1. The **Bitbon** System Operators strive to maintain uninterrupted operation of the **Bitbon** System infrastructure. As an Operator, the **Bitbon** System User agrees that disruptions can happen in the operation of base services and/or components of the **Bitbon** System, which may lead to a temporary limitation of Operator’s rights and capabilities in any part thereof.

2. The **Bitbon** System User shall not receive the status of an Operator if he/she does not accept the terms and conditions set forth in the **Bitbon** System Public Contract and/or this Appendix in any part thereof.

3. If the **Bitbon** System User receives the status of an Operator, it shall mean their agreement with the terms and conditions set forth in the **Bitbon** System Public Contract and this Appendix.